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Attorneys for BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE
FOR MORGAN STANLEY MORTGAGE LOAN TRUSTS 2006-6AR

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA - SANTA ROSA DIVISION

In re

AGUSTIN SANTANA AND MARIA
CHAVEZ DE SANTANA,

Debtor(s).

Case No.10-10113-AJ

Chapter 13

R.S. No. MAW-1939

DECLARATION IN SUPPORT OF
MOTION FOR RELIEF FROM
AUTOMATIC STAY
(11 U.S.C. § 362 and Bankruptcy Rule 4001)

DATE: July 8, 2010
TIME: 9:00 am

99 South "E" Street
Santa Rosa, CA 95404-6524

I, Leeann Anderson, declare:

1. I am employed as a V.P. of Loan Documentation by America's Servicing Company. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding Bank of America National Association as Successor by Merger to LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trusts 2006-6AR ("Movant") interest in the real property that is the subject of this Motion.

1 2. I am employed by America's Servicing Company, the authorized loan servicing
2 agent for Movant and I am duly authorized to make this declaration on behalf of Movant.

3 3. I am familiar with the manner and procedures by which America's Servicing
4 Company's business records are obtained, prepared, and maintained. Those records are obtained,
5 prepared, and maintained by America's Servicing Company's employees or agents in the
6 performance of their regular business duties at or near the time, and conditions, and/or events
7 recorded thereon. The records are made either by persons with knowledge of the matters they
8 record or from information obtained by persons with such knowledge. I have knowledge and/or
9 access to America's Servicing Company's business records regarding the Note and Deed of Trust
10 that are the subject of this action and have personally reviewed these business records prior to
11 executing this declaration.

12 4. On or about January 19, 2006, Agustin Santana and Maria Chavez de Santana
13 ("Debtors") for valuable consideration, made, executed and delivered to The Cal-Bay Mortgage
14 Group ("Lender") a Note in the principal sum of \$604,000.00 (the "Note"). Pursuant to the Note,
15 Debtors are obligated to make monthly principal and interest payments commencing March 1,
16 2006, and continuing until February 1, 2036, when all outstanding amounts are due and payable.
17 A true and correct copy of the Note is attached hereto as exhibit A and incorporated herein by
18 reference.

19 5. Movant qualifies as the Note holder with standing to prosecute the instant Motion
20 as Lender indorsed the Note in blank, thereby converting the Note to a bearer instrument and
21 Movant is currently in rightful possession of the indorsed in blank Note.

22 6. On or about January 19, 2006, Debtors made, executed and delivered to Lender a
23 Deed of Trust (the "Deed of Trust") granting Lender a security interest in the certain real
24 property located at 2607 Marlow Road, Santa Rosa, California 95403 (hereinafter "Real

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Property"), which is more fully described in the Deed of Trust. The Deed of Trust provides that attorneys' fees and costs incurred as a result of the Debtors' bankruptcy case may be included in the outstanding balance under the Note. The Deed of Trust was recorded on January 27, 2006, in the Official Records of Sonoma County, State of California. A true and correct copy of the Deed of Trust is attached hereto as exhibit B and incorporated herein by reference.

7. Subsequently, Lender's beneficial interest in the Note and Deed of Trust was sold, assigned and transferred to Movant. A true and correct copy of the Corporation Assignment of Deed of Trust evidencing the Assignment of the Deed of Trust to Movant is attached hereto as exhibit C and incorporated herein by reference.

8. On August 1, 2006, Movant entered into a loan servicing agreement with America's Servicing Company. According to the loan servicing agreement, America's Servicing Company has the contractual right and responsibility to service the obligations under the Note and Deed of Trust for Movant.

9. As the loan servicer, America's Servicing Company acts as an agent for Movant and is responsible for the administration of the loan until the loan is paid in full, assigned to another creditor, or the servicing rights are transferred. Administering the loan includes sending monthly payment statements, collecting monthly payments, maintaining records of payments and balances, collecting and paying taxes and insurance (and managing escrow and impound funds), remitting monies tendered under the Note to Movant, following up on loan delinquencies, home loan workouts and home retention programs, and other general customer service functions. Further, in the event of a default under the terms of the Note or Deed of Trust, America's Servicing Company is authorized by Movant under the terms of the loan servicing agreement to enforce the terms of the Deed of Trust.

10. The obligations under the Note are in default for failure to make payments as of May 1, 2009. As of May 27, 2010, the total obligation due and owing under the Note is in the approximate amount of \$654,468.51, representing the principal balance of \$602,899.96, interest in the sum of \$45,245.74, late charges in the amount of \$1,401.03, escrow advances in the

1 amount of \$4,044.89, a recoverable balance of \$3,048.71, and other fees of \$62.50, less a
2 suspense balance of \$<2,234.32>. Moreover, the total arrears under the Note are in the
3 approximate sum of \$53,822.67, excluding the post-petition attorneys' fees and costs incurred in
4 filing the instant Motion. This is an approximate amount for purposes of this Motion only, and
5 should not be relied upon as such to pay off the subject loan as interest and additional advances
6 may come due subsequent to the filing of the Motion. An exact payoff amount can be obtained
7 by contacting Movant's counsel.

8 11. Movant has not received the post-petition payments owing for April 1, 2010
9 through May 1, 2010. Accordingly, the post-petition arrears owing under the Note are in the
10 approximate sum of \$7,407.84, consisting of two (2) payments of \$3,703.92 each, excluding the
11 post-petition attorneys' fees and costs incurred in filing the instant Motion. A true and correct
12 copy of the post-petition payment accounting pursuant to Local Rule 4001-1(g)(1) is attached
13 hereto as exhibit D and incorporated herein by reference.

14 12. A debtor's failure to make post-petition mortgage payments as they become due in
15 a Chapter 13 case constitutes "cause" for relief from the automatic stay pursuant to 11 United
16 States Code § 362(d)(1). In re Ellis, 60 B.R. 432, 435 (B.A.P. 9th Cir. 1985). Accordingly, as
17 the Debtor has failed to make post-petition payments under the Note, Movant is entitled to relief
18 from the automatic stay pursuant to 11 United States Code § 362(d)(1).

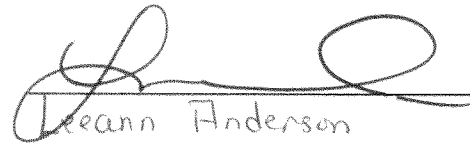
19 13. Movant is informed and believes that, based on the Debtors' bankruptcy
20 Schedules, the fair market value of the Real Property is no more than \$392,000.00. True and
21 correct copies of Debtor's bankruptcy Schedules A and D are collectively attached hereto as
22 exhibit E and incorporated herein by reference.

23 14. Based on the above, under the best case scenario, Movant is informed and
24 believes that the equity in the Real Property is as follows:

Fair Market Value:	\$392,000.00
Less:	
Movant's Trust Deed	\$654,468.51
Chase Manhattan's 2nd Deed of Trust	\$97,154.00
Costs of Sale (8%)	\$31,360.00
Equity in the Property:	\$<390,982.51>

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1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed this 4 day of June, 2010, at
3 FORT MILL, SC (city, state).

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6 Leeann Anderson
7 Vice President Loan Documentation
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